

Table of Contents

TIRNO-04-R-00005

Contract Terms and Conditions.....	2
FAR 52.212-4, Contract Terms and Conditions—Commercial Items.....	2
Additional FAR Clauses and Provisions.....	7
Additional FAR Clauses and Provisions (Construction).....	9
DTAR Clauses and Provisions.....	10
Contract Administration Data.....	18
Special Contract Requirements.....	19
Electronic Reporting.....	21
FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items.....	21
Contract Documents and Technical Exhibits.....	25
Solicitation Provisions.....	26
FAR 52.212-4, Instructions to Offerors—Commercial Items.....	26
Additional FAR Provisions.....	35
DTAR Provisions.....	35
Additional Information.....	36
FAR 52-212-2, Evaluation of Offerors – Commercial Items.....	38
Solicitation Submittal Forms.....	42
Offeror Representations and Certifications.....	42
Project Manager Designation Form.....	53
Corporate Experience Summary Sheet.....	54
Past Performance Reference Letter.....	55
Past Performance Questionnaire.....	56
Resume for Key Personnel.....	60
Detailed Staffing Proposal.....	61
Small Business Subcontracting Plan.....	63
Improper Invoice Designation Form.....	72

SECTION I

Contract Terms and Conditions

52.212-4 **CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS** (OCT 2003)

Addendum to 52.212-4

Pursuant to FAR 12.302(d), the FAR clause 52.212-4 has been tailored as follows:

Contract Terms and Conditions-Commercial Items (Tailored)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered;
and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Government-wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

- i. Name and address of the Contractor;
- ii. Invoice date and number;
- iii. Contract number, contract line item number and, if applicable, the order number;
- iv. Description, quantity, unit of measure, unit price and extended price of the items delivered;
- v. Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- vi. Terms of any discount for prompt payment offered;
- vii. Name and address of official to whom payment is to be sent;
- viii. Name, title, and phone number of person to notify in event of defective invoice; and
- ix. Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- x. Electronic funds transfer (EFT) banking information. (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.-*

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT).* **(Tailored)** The Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

Effective May 1, 2002, in order to receive payments under this contract/award, contractors are required to register in the Central Contractor Registration (CCR) database. Beginning October 1, 2002, CCR will be the primary database used to obtain contractor information for all Federal Government contracts. Contractors can complete the on-line CCR registration process by accessing <http://www.ccr.gov>. Annual renewal of a contractor's registration is a requirement. There are mandatory fields in CCR that need to be completed before the registration can become active. For example, contractor business, name, address, telephone, point of contact, business start date, Data Universal Numbering System (DUNS) number (plus 4 digits, if applicable), Taxpayer Identification Number (TIN) and the Electronic Funds Transfer (EFT)

account numbers to permit receipt of electronic payments, are all mandatory fields. Registration via the Internet can generally be activated within 48 hours, if all the information is complete and accurate. Registration via another method can take up to 30 days.

The CCR web site contains information and a telephone number (800-333-0505) where a contractor can call to get an expedited DUNS number, in order to start the registration process. Contractors must obtain the EFT account numbers from its own financial institution, if not already known. Contractors will be ineligible for awards, if they are not registered in CCR, unless they meet an exception or apply for a waiver. Contractors requesting a waiver from CCR registration must apply via the Contracting Officer. Only the Bureau Chief Procurement Officer (BCPO) can approve a waiver from CCR registration and permit the award action, if the contractor is not registered in CCR. Any contractor meeting an exception or obtaining a waiver from CCR registration is still required to get an EFT account in order to receive electronic payments, in accordance with the Debt Collection Improvement Act. Contractors shall then submit a completed Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Form (formerly SF 3881) directly to:

**Internal Revenue Service
Office of Financial Applications Support and Technology
P.O. Box 3339,
Cincinnati, Ohio 45201-3339
Or Fax to: (513) 263-5020**

The ACH Vendor/Miscellaneous Payment Enrollment Form can be obtained from the IRS Contracting Officer or from the IRS Office of Financial Applications Support and Technology, points of contact, Joan Aker or Nancy Estep at (513) 263-5069/5055, if not included in this solicitation/award.

In order for contractor invoices to be determined proper and payments made under applicable awards, contractor EFT information must be valid and current. Valid contractor EFT information must include the Agency information; the Payee/Company information including Taxpayer Identification Number (TIN); and the Contractor's financial institution information, including the nine-digit routing transit number, account type and account number. If the contractor is registered in CCR, changes can be made to its business profile at any time. Under this award, **if any changes are made to the mandatory business information in CCR, the contractor is required to notify the IRS Beckley Finance Office within three (3) business days.** Under this award, those contractors not registered in CCR but enrolled in EFT payments are also required to report any changes to their business information to the IRS Beckley Finance Office within three (3) business days. **Contractors can e-mail notification of their changed CCR and EFT business information directly to:** CFOBFC.CCRPaymentinformation@irs.gov

Valid contractor EFT payment information is required in order for the Government to make any payment under this award. Invoices received prior to the receipt of valid EFT information shall be deemed improper for the purpose of prompt payment under this award and payments will be rejected or suspended.

Contractors may only request a waiver from EFT payments if they meet one of the criteria listed on the Request for Waiver of Electronic Funds Transfer (EFT) Payment Form. The waiver request form can be obtained via the Contracting Officer or the IRS Office of Financial Applications Support and Technology at telephone (513) 263-5069/5055 or e-mail Nancy.V.Estep@irs.gov or Joan.Aker@irs.gov. Waivers from EFT Payments are only granted by the IRS Office of Financial Applications Support and Technology and contractors must obtain the waiver from EFT payments, prior to award being made.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(6) *Payment by Third Party (Tailored).* In accordance with 52.232-36, Payment by Third Party, the Government reserves the right to issue payment by the Government-wide commercial purchase card for services provided under the Statement of Work (SOW) Paragraph 4.1.3 that are less than \$2,500.

The contractor shall not process a transaction for payment through the purchase card clearinghouse until the purchased supplies have been shipped or services are performed and accepted. Unless the cardholder requests corrections or replacement of a defective or faulty item in accordance with other contract requirements, the contractor shall immediately credit the cardholder's account for items returned as defective or faulty

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) *Central Contractor Registration (CCR).* The United States Department of the Treasury has adopted the Department of Defense's Central Contractor Registration database as its database for contractor information. (This clause does not apply to the Treasury Bureau known as the Comptroller of the Currency.) Accordingly, the following requirements apply to this contract.

(a) Definitions. As used in this clause --

- (1) "Central Contractor Registration (CCR) database" means the primary Department of Defense (DoD) repository for contractor information required for the conduct of business with DoD.
- (2) "Data Universal Number System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
- (3) "Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying sub-units or affiliates of the parent business concern.
- (4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4, if applicable, is in the CCR database; the DUNS number has been validated; and all edits have been successfully completed.

(b)

- (1) By submission of an offer, the offeror acknowledges the requirement that it must be registered in the CCR database prior to contract award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
- (2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (3) Lack of registration in the CCR database will make an offeror ineligible for award of a Treasury contract.

- (4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.
- (d) Following the Contractor's initial registration in CCR and receipt of any Treasury Department (excluding the Comptroller of the Currency) award of a contract, purchase order, delivery order, task order, basic agreement, basic ordering agreement, or blanket purchase agreement, the Contractor must directly notify the Contracting Officer of any of its changed mandatory business data in CCR within three business days of the change. (See the CCR Handbook at www.ccr.gov for the current mandatory registration data fields, or contact the CCR Assistance Center at 888-227-2423 or 616-961-4725.)
- (e) Offerors and contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov>, from the Defense Electronic Business Program Office (Defense e-Business) at contact.ccr@us.pwcglobal.com, from the CCR Assistance Center at 888-227-2423 or 616-961-4725, from the Defense Logistic Information Service at dlis_support@dlis.dla.mil.
- (f) Contractors such as some consultants and sole proprietorships that are small firms that would otherwise have no use for a Dun & Bradstreet (D&B) number, may use an alternative D&B registration method. If needing a D&B number principally for CCR registration, such a Contractor should call D&B toll-free at 800/333-0505, and clearly state that it is a very small business and simply needs a DUNS number for the purpose of CCR registration. (End of clause)

ADDITIONAL FAR CLAUSES AND PROVISIONS

Pursuant to FAR 12.302(d), the following FAR clauses and provisions are incorporated in this contract as they are necessary for contract performance.

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.219-16	Liquidated Damages – Subcontracting Plan	Jan 1999
52.228-5	Insurance, Work on Government Installation	Jan 1997
52.223-3	Hazardous Material Identification and Material Safety	Jan 1997
52.223-5	Pollution Prevention and Right-to-Know Information	Aug 2003
52.223-10	Waste Reduction Program	Aug 2000
52.223-11	Ozone-Depleting Substances	May 2001
52.223-12	Refrigeration Equipment and Air Conditioners	May 1995

52.232-18	Availability of Funds	Apr 1984
52.237-2	Protection of Government Buildings, Equipment and Vegetation	Apr 1984
52.237-3	Continuity of Services	Jan 1991
52.246-4	Inspection of Services	Aug 1996
52.216-18	Ordering	Oct 1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract start date through the end of the performance period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19	Order Limitations	Oct 1995
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(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **\$100**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor- (1) Any order for a single item in excess of **\$500,000**; (2) Any order for a combination of items in excess of **\$500,000**; or (3) A series of orders from the same ordering office within **2 days** that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **2 days** after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.217-8	Option To Extend Services	Nov 1999
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The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor **within the performance period of the contract.**

52.217-9 Option to Extend Term of Contract**Mar 2000**

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **30 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **five years, six months**.

52.252-2 Clauses Incorporated By Reference**Feb 1998**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address: <http://www.arnet.gov/far>.

ADDITIONAL FAR CLAUSES AND PROVISIONS (CONSTRUCTION)

Pursuant to FAR 12.302, the following FAR clauses and/or provisions are incorporated in this contract and are only applicable to contract performance that is related to construction under **SOW Paragraphs 3.1.7 and 4**:

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.222-6	Davis-Bacon Act	Feb 1995
52.222-7	Withholding of Funds	Feb 1998
52.222-8	Payrolls and Basic Records	Feb 1988
52.222-9	Apprentices and Trainees	Feb 1988
52.222-10	Compliance with Copeland Act Requirements	Feb 1988
52.222-11	Subcontracts (Labor Standards)	Feb 1988
52.222-12	Contract Termination – Debarment	Feb 1988
52.22213	Compliance with Davis-Bacon and Related Act Regulations	Feb 1988
52.222-14	Disputes Concerning Labor Standards	Feb 1988
52.222-15	Certification of Eligibility	Feb 1988
52.228-1	Bid Guarantee	Sep 1996
52.228-2	Additional Bond Security	Oct 1997
52.228-11	Pledges of Assets	Feb 1992
52.228-14	Irrevocable Letter of Credit	Dec 1999
52.228-15	Performance and Payment Bonds – Construction	Jul 2000
52.236-1	Performance of Work by Contractor	Apr 1984

52.336-2	Differing Site Conditions	Apr 1984
52.236.3	Site Investigation and Conditions Affecting the Work	Apr 1984
52.236-5	Material and Workmanship	Apr 1984
52.236-6	Superintendence by the Contractor	Apr 1984
52.236-7	Permits and Responsibilities	Nov 1991
52-236-8	Other Contracts	Nov 1991
52.236-8	Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements	
52.236-10	Operations and Storage Areas	Apr 1984
52.236-11	Use and Possession Prior to Completion	Apr 1984
52.236-12	Cleaning Up	Apr 1984
52.236-13	Accident Prevention	Apr 1991
52.236-14	Availability and Use of Utility Services	Apr 1984
52.236-15	Schedule of Construction Contracts	Apr 1984
52.236-17	Layout of Work	Apr 1984
52.236-21	Specifications and Drawings for Construction	Feb 1997

DEPARTMENT OF TREASURY ACQUISITION REGULATION CLAUSES

Pursuant to FAR 12.302, the following Department of Treasury clauses are incorporated in this contract as they are necessary for contract performance:

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
1052-203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Deviation)	Apr 1991

a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitations on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf

in connection with the awarding of a Federal contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be file or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**1052.203-12 Limitation On Payments To Influence Certain
Federal Transactions (Deviation)**

Jan 1990

(a) Definitions.

"Agency", as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action", as used in this clause, means any of the following Federal actions:

- (a) The awarding of any Federal contract.
- (b) The making of any Federal grant.
- (c) The making of any Federal loan.
- (d) The entering into of any cooperative agreement.
- (e) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization", as used in this clause, have the meaning provided in section 4 of the Indian

Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or an appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (a) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
- (b) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.
- (c) A special Government employee, as defined in section 202, title 18, United States Code.
- (d) An individual who is a member of a Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company association, authority,

firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or an other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for such work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal action: The awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following condition

(I) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(I)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted any time.

(C) The following agency and legislative liaison activities are permitted any time where they are not related to a specific solicitation for any covered Federal action: (1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities (2) Technical

discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action; (2) Technical discussions regarding the preparation of any unsolicited proposal prior to its official submission; and (3) Capability presentations by persons seeking awards from an agency pursuant to the provision of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(I)(A) of this clause are permitted under this clause.

(ii) Professional and technical services. (A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of-

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or any extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal or application for that Federal action or for meeting requirements imposed or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or any extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal or application for that Federal action or for meeting requirements imposed or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional" and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. The following examples are not intended to be all inclusive, to limit the application of the professional or technical exemption provided in the law, or to limit the exemption to licensed professionals. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communication with a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communication with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly communications with the intent to influence made by an engineer providing engineering analysis prior to the preparation or submission of an bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officer or employees of a person.

(iii) Selling activities by independent sales representatives. The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to merits of the matter: (A) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and (B) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes- (i) A cumulative increase of \$25,000 or more in the amount paid or expect to be paid for influencing or attempting to influence a covered Federal action; or (ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or (iii) A change in the officer(s), employee(s), or Member(s) contacted influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties. (1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided by 31 USC 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any cost which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

In accordance with the clause entitled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan" in Attachment 8 and the contract schedule, SF 294 and SF 295 reports shall be submitted to the following personnel:

ADDRESSEE	SUBMIT SF 294	SUBMIT SF 295
Contracting Officer (Address shown in Block on front of contract)	Original	Original
Small Business Specialist Internal Revenue Service Procurement Policy OS:A:P:P 6009 Oxon Hill Road, Suite 500 Oxon Hill, MD 20745	Copy	Copy
Department of the Treasury Office of Small Business Programs (MMD) 1500 Pennsylvania Avenue, NW c/o 1310 G Street, NW Suite 400W Washington, DC 20220	N/A	Copy

1052-228-70

Insurance Requirements

Mar 2002

In accordance with the clause entitled 52.228-5, "Insurance -- Work on a Government Installation", insurance of the following kinds and minimum amounts shall be provided and maintained during the entire period of performance of this contract:

(a) Worker's compensation and employer's liability. The contractor shall, as a minimum, meet the requirements specified at FAR 28.307-2(a).

(b) General liability. The contractor shall, as a minimum, meet the requirements specified at FAR 28.307-2(b).

(c) Automobile liability. The contractor shall, as a minimum, meet the requirements specified at FAR 28.307-2(c).

1052.239.9007

Access, Use or Operation of IRS Information Technology (IT) Systems by Contractors

In performance of this contract, the contractor agrees to comply with the following requirements and assume responsibility for compliance by his/her employees:

1. IRS Information Technology Security Policy and Guidance.

All current and new IRS contractor employees authorized staff-like (unescorted) access to Treasury/IRS owned or controlled facilities and information systems, or work, wherever located, on those contracts which involve the design, operation, repair or maintenance of information systems and access to sensitive but unclassified information shall comply with the IRS Information Technology Security Policy and Guidance, Internal Revenue Manual (IRM) 25.10.1. A copy of IRM 25.10.1 may be requested from the contracting officer or Contracting Officer Technical Representative (COTR).

Notice: The IRS Policy 87-04 which authorizes limited personal use of IT systems by IRS employees does not apply to contractor employees.

2. Access Request and Authorization.

Within (10) calendar days after contract award, issuance of a task order or other award notice, or acceptance of new or substitute contractor employees by the COTR, the contractor shall provide the COTR a list of names of all applicable contractor employees and the IRS location(s) identified in the contract for which access is requested. A security screening, if determined appropriate by the IRS and in accordance with IRM 1.23.2, Contractor Investigations, and Treasury Directive Policy (TD P) 71-10, Chapter II, Section 2, will be conducted by the IRS for each contractor employee requiring access to IRS' IT systems, or as otherwise deemed appropriate by the COTR. The Government reserves the right to determine fitness of a contractor employee assigned staff-like access under a contract and whether the employee shall perform or continue performance under the contract. Security screenings of contractor employee which reveal the following may be unacceptable under this contract: conviction of a felony, a crime of violence or a serious misdemeanor, a record of arrests for continuing offenses, or failure to file or pay Federal income tax (not an inclusive list). Upon notification from the National Background Investigations Center (NBIC) of an acceptable contractor employee security screening, the COTR will complete an Online 5081, Information System User Registration/Change Request, for each prime or subcontractor employee and require an electronic signature from each employee indicating the contractor employee has read and fully understands the security requirements governing access to the Service's IT systems. IRS approval of the Online 5081 is required before a contractor employee is granted access to, use or operation of IRS IT systems. IRM 25.10.1 includes more detailed information on the Online 5081.

3. Contractor Acknowledgement.

The contractor also acknowledges and agrees that he or she understands that all contract employees must comply with all laws, IRS system security rules, IRS security policies, standards, and procedures. The contractor also acknowledges that a contract employee's unsanctioned, negligent, or willful violation of the laws, IRS system security rules, IRS security policies, standards, and procedures may result in the revocation of access to IRS information technology systems, immediate removal from IRS premises and the contract, and for violations of Federal statute or state laws, the contract employee may be arrested by Federal law enforcement agents.

4. Unauthorized Use of IRS Resources

Contractor employees shall not use IRS information technology equipment/resources for activities that are personal in nature or illegal. Other types of actions that are unauthorized include but are not limited to:

- (a) Creating, copying, transmitting, or retransmitting greeting cards, screen savers, video, sound (including streaming video or music) or other large file attachments; subscribing to unofficial LISTSERVs or other services that create a high-volume of email traffic, or using e-mail practices that involve ongoing message receipt and transmission (referred to as instant messaging/messenger). Using "Push" technology on the Internet, (e.g. subscribing to a service, not authorized by the IRS, that gathers information and sends it out automatically to subscribers), and continuous data streams such as streaming stock quotes are inappropriate uses.
- (b) Accessing personal e-mail accounts such as AOL or Hotmail through the IRS Internet firewall, hacker's information or tools, chat rooms (involving instant messaging) or gambling sites;
- (c) Creating, downloading, viewing, storing, copying, or transmitting sexually explicit or sexually oriented materials such as adult pornography;
- (d) Downloading, copying, and/or playing of computer video games;

(e) Posting agency information to external news groups, bulletin boards or other public forums without authorization; and

(f) Accessing child pornography, bondage and bestiality, obscenity or other types of images that violate criminal law.

Any unauthorized use may be reported to the Contracting Officer's Technical Representative (COTR), the Contracting Officer, and the Department of Treasury Inspector General for Tax Administration (TIGTA).

5. Replacement Personnel.

Replacement personnel must be acceptable to the COTR. The contractor shall agree to remove the person assigned within one day of official notification by the Government and provide a replacement within five days. New hires or substitutions of personnel are subject to an acceptable IRS security screening conducted by the IRS National Background Investigation Center (NBIC), prior to being authorized access to IRS facilities and information systems.

6. Monitoring Notification.

IRS management retains the right to monitor both the content and the level of access of contractor employees' use of IRS IT systems. Contractor employees do not have a right, nor should they have an expectation, of privacy while using any IRS information technology system at any time, including accessing the Internet or using e-mail. Data maintained on government office equipment may be subject to discovery and Freedom of Information Act requests. By using government information technology systems, consent to monitoring and recording is implied with or without cause, including (but not limited to) accessing the Internet or using e-mail or the telephone. Any use of government information technology systems is made with the understanding that such use is generally not secure, is not private and is not anonymous.

7. Subcontracts.

The Contractor shall incorporate this clause in all subcontracts, subcontract task or delivery orders or other subcontract performance instrument where the subcontractor employees will require access, use or operation of IRS information technology systems.

1052.242-9000 Post Award Evaluation of Contractor Performance (Sep 2000)

a. Contractor Performance Evaluations

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR Subpart 42.15. A final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluations will be prepared annually (***Insert evaluation cycle*) to coincide with the anniversary date of the contract. (***If evaluations are to be conducted more or less frequently than annually, modify this sentence as appropriate.*)

Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final. Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

b. Electronic Access to Contractor Performance Evaluations

Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained via the Internet at http://ocm.od.nih.gov/cdmp/cps_contractor.htm.

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the Contractor will be required to identify an alternate contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time frame.

CONTRACT ADMINISTRATION DATA

1. Administrative Contracting Officer

The Administrative Contracting Officer of this contract is:

Name: **Ms. Rose Zeigler** Voice: **(202) 283-1419**

The Administrative Contracting Officer (ACO), in accordance with Subpart 1.6 of the Federal Acquisition Regulation, is the only person authorized to make or approve any changes in any of the requirements of this contract, and notwithstanding any clauses contained elsewhere in this contract, said authority remains solely with the ACO. In the event the Contractor makes any changes at the direction of any person other than the ACO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof.

2. Contracting Officer's Technical Representative

DT1052.201-70, Contracting Officer's Technical Representative Designation and Authority (Mar 2002)

(a) The Contracting Officer's Technical Representative (COTR) is:

Name: **Gerald F. Cooperman** Voice: **(304) 364-5723**

(b) Performance of work under this contract shall be subject to the technical direction of the COTR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(c) Technical direction must be within the scope of the specification(s)/work statement. The COTR does not have authority to issue technical direction that:

- (1) constitutes a change of assignment or additional work outside the specification(s)/work statement;
- (2) constitutes a change as defined in the clause entitled "Changes";
- (3) in any manner causes an increase or decrease in the contract price, or the time required for contract performance;
- (4) changes any of the terms, conditions, or specification(s)/work statement of the contract;

(5) interferes with the contractor's right to perform under the terms and conditions of the contract; or,

(6) directs, supervises or otherwise controls the actions of the contractors employees.

(d) Technical direction may be oral or in writing. The COTR shall confirm oral direction in writing within five work days, with a copy to the contracting officer.

(e) The contractor shall proceed promptly with performance resulting from the technical direction issued by the COTR. If, in the opinion of the contractor, any direction of the COTR, or his/her designee, falls within the limitations in (c), above, the contractor shall immediately notify the contracting officer no later than the beginning of the next Government work day.

(f) Failure of the contractor and the contracting officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

SPECIAL CONTRACT REQUIREMENTS

1. Key Personnel

a. The Contractor agrees to assign to the contract key persons whose resumes were submitted with the Contractor's proposal as required to fill the requirements of the contract. No substitution or addition of personnel will be made except in accordance with this clause or by written permission by the Contracting Officer. Through out the contract all resumes shall be submitted to the COTR upon submitting a request for staff-like access.

b. The Contractor agrees that during the first 90 days of the contract period, no personnel substitutions will be permitted, unless, such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the COTR and Contracting Officer along with the information required by paragraph (c) below.

c. All proposed contractor personnel shall be submitted, in writing, to the Contracting Officer at least 30 calendar days in advance of the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution; a complete resume(s) for the proposed substitute(s); the hourly rates of the incumbent(s) and the proposed substitute(s); and any other information required by the Contracting Officer or COTR to approve or disapprove the proposed substitution(s). Resumes for key personnel substitutions shall be submitted in accordance with the format specified in the original solicitation. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced. No exceptions.

e. In the event the Contractor designates additional key personnel as deemed appropriate for the requirement, the Contractor shall submit to the Contracting Officer for approval the information required in paragraph (c) above and at least 30 calendar days in advance of being assigned to report to duty.

f. The COTR shall evaluate requests for substitution and addition of personnel and promptly notify the Contractor, in writing, whether a request is approved or disapproved.

g. If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable to perform under the contract is not reasonably forthcoming, or that a resultant reduction of productive effort or a lack of vendors to supply stock and materials, would impair the successful completion of the contract, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as

appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the Contractor to be at fault for the condition, the CO may equitably adjust (downward) the contract price to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

2. Deductions

In accordance with FAR 52.246-4 Inspection of Services – Fixed Price, payments may be adjusted if specific services are not received, or do not conform with contract requirements. The ACO will inform the Contractor, in writing, of the type and dollar amount of proposed deductions by the 10th workday of the month following the performance period for which the deductions are to be taken. The Contractor may, within 10 working days of receipt of the notification of the proposed deductions, present to the ACO specific reasons why any or all of the proposed deductions are not justified. Reasons must be solidly based and must provide specific facts that justify reconsideration and/or adjustment of the amount to be deducted. Failure to respond within the 10-day period will be interpreted to mean that the Contractor accepts the deductions proposed.

3. Cost Proposals

The Contractor shall plan all IDIQ work and prepare complete proposal development activities including cost estimates in support of additional services requirements as required in Paragraph 2.3 as part of the basic services (at no additional cost to the Government). Each request for proposal will be in the form of a written request or e-mail issued to the Contractor. Each proposal shall be valid for a minimum of 60 calendar days from the proposal submission date to the Task Order issue date. The Contractor shall provide written recommendations for revisions, alternative methods, or deviations from the Government's scope of work as described in the task order. The Contractor's recommendations shall be narrative descriptions, drawings, or sketches and shall include references to technical specification requirements. The COTR will review the recommendations and will approve or disapprove, in whole or in part, for use in the execution of work. If the cost proposal is in dispute, and no satisfactory agreement can be reached between the Government COTR and the Contractor, the Contracting Officer will make the final determination of labor hours, materials, and equipment costs required. The Contractor may appeal the Contracting Officer's decision in accordance with FAR 52.233-1, Disputes. The Government reserves the right to cancel the request for proposal or procure the services from other sources at any time. Unless otherwise specified, the Contractor shall submit proposals after date of request as shown below:

Priority of Request	Required Submittal of Contractor Proposal
Emergency	1
Urgent	5
Routine	15

a) Labor Hours and Cost Estimate - The Contractor shall prepare a labor hour estimate using industry accepted estimating procedures and man-hour data from the appropriate R. S. Means estimating guide (as primary), or other appropriate estimating sources approved by the Contracting Officer (as secondary). On a case-by-case basis, the Contractor shall submit all back-up sheets with the estimate including a listing of all operations and supporting data for all estimates based on historical information. The total labor cost estimate shall be determined by totaling the individual trade labor hours multiplied by the applicable labor rate identified in the bid schedule.

b) Material Estimates - The Contractor shall prepare material cost estimates using actual vendor quotes. Material estimates shall include a detailed bill of materials establishing the size, quality, number of units, and unit prices. Material prices shall be the lowest price available, considering the availability of materials and time constraints of the job. Three quotes shall be obtained and the lowest one used as the estimate in the cost proposal. The Government always reserves the right to furnish material. Markup will be allowed on all Contractor procured materials as identified in the bid schedule. No Contractor markup will be allowed on Government furnished materials. The Government reserves the right to request additional quotes for materials on a case-by-case basis.

c) Specialized Equipment Rental Estimates - Estimates for specialized equipment may be added for a specific, one-time project requirement if not included in other portions of this contract. The Contractor shall use actual vendor quotes. Equipment rental estimates shall include a detailed price list stating size, capacities, quality, number of units, and unit prices. Equipment rental estimates shall be based on the lowest prices available considering the availability and time constraints of the job. Three quotes must be obtained and the lowest one used as the estimate in the cost proposal.. Cost for equipment operators, when separate operators are required, shall be estimated on a labor hour basis unless operator cost is included in the equipment rental price. Markup will be allowed on all Contractor procured/rented equipment as identified in the bid schedule.

e) Subcontractor Work -

Work that the Contractor proposes to subcontract shall be identified in the IDIQ proposal/estimate. On all subcontractor costs, three subcontractor contract quotes shall be obtained and the lowest one used as the estimate in the cost proposal unless directed otherwise by the ACO. All original quotations from subcontractors must be included with all Contractor task order proposals submitted to the Government. The Contractor may consider and propose cost/technical tradeoffs as part of the selection and negotiation process for services acquired under the additional services provisions of this SOW. The Contractor should state the rationale for all tradeoff recommendations. However, the final decision as to whether or not to select a higher offer due to a recommended tradeoff rests solely with the Government. If three subcontract quotes cannot be obtained, estimates for additional work shall be developed and documented exclusively using the procedures contained herein. Contractor profit and overhead will be allowed on all Contractor work as identified in the bid schedule B. If the Government deems that Contractor quotes are incomplete and/or not a fair and reasonable price, the Government reserves the right to request additional quotes from the Contractor on a case-by-case basis and/or acquire services by other means.

f) Final Price and Schedule for Task Orders - The Contractor's detailed cost proposal will be evaluated to determine if: (1) the scope has been clearly and accurately identified, (2) the task hours have been properly estimated with supporting data presented, and (3) equipment, material, and/or subcontractor cost estimates are reasonable and properly documented. If these elements are met, the Contracting Officer may issue a task order without discussions. If the above elements are not met, the Contracting Officer may negotiate with the Contractor until an agreeable scope of work, terms and conditions, and/or price estimate is reached. The Contracting Officer, at his/her discretion, may also decide to cancel the project or obtain the services through other means.

ELECTRONIC REPORTING

Information exchange between the Contractor and the Government shall be in electronic format using the latest version of Microsoft Office being used by the IRS.

--- End of Addendum to 52.212.4 ---

52.212-5 **CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT (APR 2004)** **STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (Aug 1996) (31 U.S.C.

3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [*Contracting Officer check as appropriate.*]

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

_ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

X (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

_ (4)(i) 52.219-5, Very Small Business Set-Aside (June 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

_ (ii) Alternate I (Mar 1999) of 52.219-5.

_ (iii) Alternate II (June 2003) of 52.219-5.

_ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

_ (ii) Alternate I (Oct 1995) of 52.219-6.

_ (iii) Alternate II (Mar 2004) of 52.219-6.

_ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

_ (ii) Alternate I (Oct 1995) of 52.219-7.

_ (iii) Alternate II (Mar 2004) of 52.219-7.

X (7) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)).

X (8)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2002) (15 U.S.C. 637(d)(4)).

_ (ii) Alternate I (Oct 2001) of 52.219-9.

_ (iii) Alternate II (Oct 2001) of 52.219-9.

_ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

X (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

_ (ii) Alternate I (June 2003) of 52.219-23.

X (11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

_ (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

X (13) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

_ (14) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2004) (E.O. 13126).

X (15) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (16) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

X (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and

Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

X (18) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

X (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

X (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

_ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

_ (21) 52.225-1, Buy American Act-Supplies (June 2003) (41 U.S.C. 10a-10d).

_ (22)(i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (Jan 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

_ (ii) Alternate I (Jan 2004) of 52.225-3.

_ (iii) Alternate II (Jan 2004) of 52.225-3.

_ (23) 52.225-5, Trade Agreements (Jan 2004) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (24) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (25) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).

___ (26) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).

___ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_ (28) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (29) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

_ (30) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

X (31) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

_ (32) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

_ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631)..

___ (ii) Alternate I (Apr 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

X (1) 52.222-41, Service Contract Act of 1965, as Amended (May 1989) (41 U.S.C. 351, *et seq.*).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

SECTION II

CONTRACT DOCUMENTS AND TECHNICAL EXHIBITS

Contract Document	Title
1	Statement of Work
2	Wage Determination Number 12004-0156 Revision 1
3	General Decision Number WV030009 http://www.access.gpo.gov/davisbacon/
4	Standard Form 24, Bid Bond http://www.arnet.gov/far/loadmainre.html
5	Standard Form 25, Performance Bond http://www.gsa.gov/Portal/gsa/ep/formslibrary.do?formType=SF
6	Standard Form 26, Payment Bond http://www.gsa.gov/Portal/gsa/ep/formslibrary.do?formType=SF
7	Collective Bargaining Agreement
8	Pre-Proposal Site Visit List of Attendees
Technical Exhibit	Title
1	General Location and Site Information
2	Facility Components and Equipment
3	Martinsburg Service Calls FY 2002
4	IRS PM Checklists
5	Martinsburg Equipment PM List
6	Required Submittals and Reports
7	Government Furnished Facilities
8	Definitions and Acronyms
9	Applicable Regulations and References
10	Infrared Testing Requirements
11	Infrastructure Systems

SECTION III

SOLICITATION PROVISIONS

52.212-1

INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS**(JAN 2004)**

Pursuant to FAR 12.3029(d), the FAR provision at 52.212-1 has been tailored, in order to adapt to the market conditions of the acquisition.

Instructions to Offerors-Commercial Items (Tailored)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* **(Tailored)** The NAICS code for this acquisition is **238220** and small business size standard is **\$12M**. However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers (Tailored).* Submit signed and dated offers to the office specified in Block 9 of the SF 1449 at or before the exact time specified Block 8 of the SF 1449. To assure timely and equitable evaluation of proposals, Offerors must follow the instructions contained herein. Proposals must be fully responsive to and consistent with (1) the requirements of the solicitation and the SOW and (2) evaluation factors of this solicitation.

1. Offerors are advised to submit proposals that are clear, complete and accurate as the Government will not seek clarification on information that is incomplete.
2. Proposals must clearly respond to the requirements of the solicitation and furnish sufficient information upon which the Government may perform a reasonable evaluation of the Offeror's capabilities. Offeror's shall not merely offer to perform the work in accordance with the SOW, but shall outline specific proposed methodology for accomplishing the tasks identified in the SOW.
3. Offers shall reflect quality rather than quantity. Offerors must adhere to any page limitations. Pages in excess of the maximum will be removed and not retained by the Government.
4. Offers that fail to furnish required representations or information, or take exception to the terms and conditions of the solicitation may be excluded from consideration.
5. Transmittal envelopes or boxes shall include the solicitation number in the lower left hand corner: **TIRNO-04-R-00005**.
6. **Formatting and layout**
 - **Type size** must be 10 to 12 point font.
 - **Type spacing** should be no more than 15 characters per inch. Within a vertical inch, there must be no more than six lines of text.
 - **Print margins** must be at least one inch on each edge of the paper.
 - **Print setup** must be single-sided on standard letter size paper (8.5 x 11") in the U.S. A4 in Europe). Larger paper sizes or two-sided copies will be counted as two pages.
 - Diskettes and CDs must be free from any viruses. **The Government reserves the right to reject any offer whose diskette or CD is contaminated.**
7. Offers shall be submitted in 3 separate volumes, individually entitled as stated below. Each volume must be separately bound in standard loose-leaf, three-ring binders. All binders must be capable of lying flat when opened. The cover and spine of each binder will clearly identify the

volume number, copy number, title, solicitation number, and Offeror's name. The original for each volume will be clearly identified and marked "ORIGINAL" on the cover and the spine.

VOLUME	Copies	Page Limits
I Business Proposal <ul style="list-style-type: none"> ➤ Tab 1: Standard Form 1449 & Price Proposal ➤ Tab 2: Offeror Representations & Certifications ➤ Tab 3: Program Manager Designation ➤ Tab 4: Improper Invoice Contact Information ➤ Tab 5: Subcontracting Plan ➤ Tab 6: Financial Statement 	Original + One Copy + One 3.5" Diskette or CD	Limited to Identified Form
II Corporate Experience and Past Performance Information	Four Copies + One 3.5" Diskette or CD	10
III Technical Proposal and Staffing Plan <ul style="list-style-type: none"> ➤ Tab 1: Executive Summary ➤ Tab 2: Matrix ➤ Tab 3: Buildings Operations Plan ➤ Tab 4: Service Call Plan ➤ Tab 5: Preventive Maintenance Plan ➤ Tab 6: Phase-In Plan ➤ Tab 7: Additional Services (IDIQ) Plan ➤ Tab 8: Staffing Plan 	Four Copies + One 3.5" Diskette or CD	150

Volume I – Business Proposal

The following documentation must be submitted as part of **Volume I**:

- Tab 1: Standard Form 1449 and Price Proposal

Complete Blocks 12 and 17 of the Form 1449. Price proposal must be submitted using Form 1449 Continuation Sheets 1 – 6 (Price Proposal Sheets). Propose unit prices, extended prices, rates and percentages (if applicable) for each line item, including all option periods.

This procurement is subject to the Service Contract Act of 1965 and the Davis Bacon Act. See [Wage Determination 1994-3017 \(Revision 6\)](#), Wage Determination Number 2004-0156, the Collective Bargaining Agreement between UNNICO Government Services and the International Union of Operating Engineers, Local 99 and General Decision Number WV030009 (located in Section II, Contract Documents). Offerors shall price option requirements for the four (4) option periods by assuming the minimum hourly wages and fringe benefits established by the Administrator, Wage and Hour Division, U.S. Department of Labor (DOL) for the Base Period will apply to the four option periods. Employees may be exempt from SCA and DBA if they are employed in a bona fide executive, administrative or professional capacity as defined in 29 C.F.R. Part 541 and FAR 22.1001.

- Tab 2: Representations and Certifications (located in Section IV, Solicitation Submittal Forms).

Complete and submit **Attachment 1** (located in Section IV, Solicitation Submittal Forms).

- Tab 3: Program Manager Designation Form

Complete and submit **Attachment 2** (located in Section IV, Solicitation Submittal Forms).

- Tab 4: Responsible Official(S) Who Can Receive Notification Of An Improper Invoice and Answer Questions Regarding the Invoice

Complete and submit **Attachment 7** (located in Section IV, Solicitation Submittal Forms).

- Tab 5: Subcontracting Plan

(This tab does not apply to small business concerns)

Prepare and submit a small business and small disadvantaged business subcontracting plan, as prescribed in **FAR 52.219-9** and outlined in **Attachment 6, Small Business Concern Subcontracting Outline** (located in Section IV, Solicitation Submittal Forms).

The subcontracting plan must be accepted by the Government prior to award, and shall be made a part of any resultant contract.

- Provide a record of previous performance in carrying out the goals of subcontracting plans during the past five (5) years.
- Include a copy of the FY2002 SF294 and SF295 subcontract reports.
- If the Offeror has had no previous contracts requiring a subcontracting plan, please include a statement to that effect in the proposal.
- The Offeror shall select proposed Subofferors (including suppliers) on a competitive basis to the maximum extent practicable consistent with the objectives and requirements of the solicitation. Competitive solicitation of proposed Subofferors shall be discussed in this section. Non-competitive selection of proposed Subofferors must be justified.
- Unless expressly provided in any resulting contract, award of the contract shall not be construed as the consent or authorization by the IRS to the selection of any proposed subofferors.

- Tab 6: Financial Statement.

In accordance with FAR 9.1, Responsible Prospective Contractors must have adequate financial resources to perform the contract, or the ability to obtain adequate financial resources. Offerors shall submit its certified financial statements for Fiscal Years 2002 and 2003 as well as for Fiscal Year (current to date). If the Offeror is a partnership or joint venture, statements must be submitted for each party. Financial statements shall include balance sheets, income statements, statement of cash flows and related explanatory notes. Offerors without certified financial statements shall submit compiled or reviewed statements. Offerors shall also submit sources of capital such as letters of credit and corporate capital infusion.

Volume II – Corporate Experience and Past Performance Information

The following documentation must be submitted as part of **Volume II**:

- Tab 1: Corporate Experience Summary Sheet

(i) Complete and submit **Attachment 3a, Experience Summary Sheet** (located in Section IV, Solicitation Submittal Forms) for a minimum of three and a maximum of five contracts that are

ongoing or have been completed after December 31, 2000 and (b) **that meet the following minimum requirements:**

- 350,000 square feet of office space and 50,000 square feet of ADP/Mainframe Computer Space;
- 1000 personnel;
- Building Equipment: Contracts operating and maintaining complex building equipment including five 1000 KVA RUPS in Parallel with 15 minutes battery, five 2250 KVA Diesel-Powered Generators in Parallel with no blink transfer, Chiller plant with a capacity of multiple chillers totaling a minimum capacity of 1200 tons and direct digital control BAS system for central plant and HVAC equipment.

Contracts listed may include those entered into with the federal, state and local government as well as commercial concerns.

(ii) Complete **Attachment 3b, Past Performance Information Release Letter** for each referenced identified in (i) and send it along with **Attachment 3c, Past Performance Questionnaire** directly to each reference (located in Section IV, Solicitation Submittal Forms).

Note: It is the Offeror's responsibility to follow-up with its past and present clients to ensure questionnaires are completed and submitted by the solicitation closing date. Any past performance information including past performance questionnaires received after the solicitation closing date is "late" and is subject to paragraph (f) of this provision. Offerors may follow-up with the Contracting Specialist to verify receipt of completed questionnaires.

➤ Tab 2: Subcontracting Experience

Identify all requirements and tasks that will be subcontracted. Explain in detail how the subcontractors will be administered and how quality control over subcontracted work will be achieved. Identify how subcontractors will be recruited, retained, and managed. Identify Offeror's past experience working with any of the proposed subcontractors on other relevant contracts. Identify if the Offeror has no prior experience with the proposed subcontractor.

Volume III. Technical Proposal and Staffing Plan

This section of the proposal shall consist of the Offeror's response to the requirements of the SOW herein. In this section, Offerors shall identify all exceptions it takes to the technical requirements of the solicitation and all deviations from the RFP of which it requires acceptance. Technical proposals must be directly responsive to each element of the technical evaluation criteria by including the information addressed below.

➤ Tab 1: Executive Summary

The Executive Summary shall provide a synopsis of the Offeror's proposal, highlighting salient features and strengths. The Executive Summary shall contain the Offeror's overall understanding of the solicitation, an introduction of the Offeror, the management team that will manage this effort, a discussion of the Offeror's proposed approach for accomplishment of the requirements. If the proposal is comprised of a teaming arrangement, the Offeror shall provide a brief summary of each team member to include: the full company name, address, point of contact and current phone number, a description of services the team member will perform under this contract and a reference to the applicable Statement of Work (SOW) area. Indicate whether or not the Offeror has past experience working with the proposed team member and if so, indicate how much experience the Offeror has with the proposed team member working together as partners on similar work elements in the past. This information shall also be provided for all major subcontractors.

➤ Tab 2: Matrix

Offerors may choose to provide proposals that exceed the solicitation requirements. If Offerors elect to provide proposals that exceed minimum requirements, Offeror's must include a matrix in which they identify any areas of their proposal exceeding the Government's minimum requirements and the cost associated with the proposed approach. Identify the proposed enhancement(s) in the context of exceeding the levels of performance or performance quality contained in the SOW and identify the associated price to the Government for the proposed enhancement.

If the Government determines that one or more of the proposed enhancement(s) have a benefit to the Government, and, if the Offeror's proposal is selected for award, the Government will incorporate those enhancements(s) into the SOW. The revised SOW will then contain the higher-level requirements with which the Offeror must comply. If the Government determines that one or more of the proposed enhancement(s) are of little or no benefit to the Government, the selected Offeror will be given an opportunity to revise their proposal to meet minimum requirements of the SOW, removing any costs associated with that excess performance.

➤ Tab 3: Building Operations Plan

Offerors shall prepare and submit a sample Building Operations Plan (BOP) that specifically addresses its plan for meeting the requirements of SOW Paragraph 3.1.1 including both summer and winter operations. Identify all energy intense equipment (equipment exceeding 5 horse power) by the equipment identification number (ID #) and an operational plan shall be established so all equipment is operated in the most energy efficient manner possible taking into consideration indoor temperatures and outside weather conditions during summer and winter. Address the following information:

- Heating Ventilation and Air Conditioning (HVAC) equipment operations to achieve energy efficiency for various ambient outside temperature levels.
- HVAC equipment operations to achieve facility ventilation.
- HVAC equipment operations to enhance the reliability of critical equipment and subsequent reduction in risk to the IRS mission.
- Energy intense equipment (all equipment above 5HP) start up and shut down schedules and operating procedures to achieve sound energy management practices while at the same time providing a building environment in accordance with this solicitation.
- Achievement and maintenance of temperatures in all facilities.
- Achievement and maintenance of temperature in facility unoccupied spaces.
- Procedures to achieve climate conditions for Information System equipment and other specialized equipment.
- Operating Interior lighting operations plan.
- Operating Exterior lighting operations plan.
- Operations to protect facility and equipment during extreme cold.
- Chilled Water and Hot Water resets based on indoor and outside temperatures/weather.
- Procedures for use of Government-furnished free cooling building equipment to save energy.
- A specific description of how and when equipment operational checks will be performed.
- A description of how and how often automated control systems for building equipment will be backed-up.
- A description of the procedures for how all outages to building equipment and systems will be requested in advance. All non-emergency non-PM related outages shall be approved by the COTR a minimum of 24 hours in advance.
- Description of complete water treatment program for all systems
- Description of how and when all required reports will be accomplished

➤ Tab 4: Service Call Plan

Offerors shall clearly describe their approach for meeting the requirements of SOW Section 3.3 specifically addressing the following as a minimum:

- How service calls will be received during normal and after hours;
- How service calls will be received, opened, closed, and documented, etc...
- How repair requirements will be identified and handled as service calls and incorporated with the QC Program;
- Procedures to be used in preparing cost estimates for labor, material and equipment and performing repair service calls with a cost greater than \$2,500;
- What materials and equipment are required to support service call work under \$2,500;
- What service call materials will be stocked on-site
- How technical assistance will be provided;

➤ Tab 5: Preventive Maintenance (PM) Plan

Offerors shall clearly describe their approach for meeting the requirements of SOW Section 3.4 specifically addressing the following as a minimum:

- How the PM schedule will be updated and generated;
- How PM task orders will be assigned;
- What PM standards and procedures will be used for equipment maintenance
- What equipment will the contractor need to develop a PM Guide card for
- How PM will be closed-out and equipment records will be updated in CMMS;
- How COTR will be notified when it is necessary to defer PM;
- How deferred PM will be re-scheduled and documented when deferred and completed;
- How equipment history database will be established and maintained;
- Approach for "Certification and Testing" requirement (See SOW Paragraph 3.4.6) including names of individuals or firms that will perform the certification and testing and the certification and testing schedule;
- How PM Program will be integrated into the QC Program
- How equipment will be tagged with updated equipment ID numbers.
- List of critical spare parts for equipment PM and repairs activities that will be maintained on-site

➤ Tab 6: Phase-In Plan

Offerors shall prepare and submit a Phase-in Plan that specifically addresses your approach for meeting the requirements of SOW Paragraph 3.10. The plan shall include milestone charts and address all of the requirements in SOW Paragraph 3.10.1. Specifically discuss (1) staffing proposed to prepare the workforce to assume full operations on the first day of contract performance; (2) procedures to be used for the "Existing Condition Inspection" (3) level of detail to which the "Existing Condition Inspection" will be conducted and (4) timeline for phase-in including all milestones for significant phase-in events, such as:

- "Existing Condition Inspection";
- "Existing Condition Inspection" report submittal date;
- How, when, and by whom the CMMS system will be updated and made ready to meet the requirements of the contract during the base contract period.
- Completion of material stocking effort;
- Effecting necessary subcontracts;
- Obtaining necessary clearance for all employees; and
- Achieving full staffing levels
- **Submittals identified in Technical Exhibit 6, Item A.**

➤ Tab 7: Additional Services (IDIQ) Plan

Offerors shall clearly describe their approach for meeting the requirements of SOW Section 4 identifying how requests for additional services (IDIQ) will be estimated, proposed, staffed and/or subcontracted, scheduled, controlled, and inspected for specifically discussing the following areas:

- Procedures, staffing, and response times to be used in preparing cost estimates for labor, subcontracted work, material, and equipment for additional services task orders;
- Procedures for scheduling additional services task orders;
- Identify the source of staffing for additional services task orders;
- Procedures for managing and assuring quality work performed on additional services task orders;
- Process of how repair requirements identified by the Offeror during the QC process will be handled;
- Procedures to be used in preparing cost estimates for labor, material and equipment and performing additional services service calls with a cost greater than \$2,500;
- Describe the materials and equipment required to support service call work and how they will be obtained;
- Describe how technical assistance will be provided; and
- Describe how Offeror will open, close, document, and maintain database records for fall additional services IDIQ tasks.
- Indicate how IDIQ work performed by Offeror personnel will be accomplished (by normal staffing, overtime, over hires, etc.);
- If the IDIQ work is to be performed by subcontract, indicate how subcontractors will be obtained, scheduled, and managed to meet the required delivery dates of the IDIQ task orders (and also what IDIQ type contracts or other means the Offeror may have in place to meet the contract requirements).

➤ Tab 8: Staffing Plan

Offerors shall submit the following information as a part of its staffing plan.

Complete and submit **Attachment 5, Detailed Staffing Proposal** (located in Section IV, Solicitation Submittal Forms).

- Submit an organization chart that clearly identifies all project personnel by position title. Provide position titles, the numbers, trades and skill levels of personnel in each position (e.g., journeyman electrician – 2, apprentice electrician – 1, etc). The chart should show the lines of supervisory control of the various elements of the organization and show the number of personnel in each position by trade. Include proposed subcontractors in the organization chart to demonstrate the lines of management and control over the subcontractors.
- Complete and submit **Attachment 4, Resume for Key Personnel** (located in Section IV, Solicitation Submittal Forms) for the **project** manager and all shift supervisors. Identify the authority/limits and dollar level/limit of financial commitment of each of the levels to hire or replace personnel, enter into subcontract arrangements, purchase materials and equipment, and negotiate task orders and contract changes.
- Describe how personnel will be scheduled to meet the required on-site staffing hours. The proposal shall identify the length of work periods, the skills that will be available during each period, and any standby/recall procedures that will be placed into effect to augment shift staffing. Provide detailed shift schedules for all personnel associated with providing 24 hour-coverage at the MCC campus. Specifically address the number of personnel per shift, start and stop time of each shift, and provide an example of one complete 30 day shift rotation/schedule for the MCC campus.
- Describe the recruitment and employment methods that will be used to staff the organization, initially and during the contract period. Include a table of personnel sources, noting the

percentage of the total workforce to be recruited from the following (1) the Offeror's own resources and (2) outside recruitment.

(c) *Period for acceptance of offers. (Tailored)*. The Offeror agrees to hold the prices in its offer firm for **90 calendar days from the date specified for receipt of offers**, unless another time period is specified in an addendum to the solicitation.

(d) *Product Samples. (Tailored)* This item has been deleted in its entirety.

(e) *Multiple offers. (Tailored)* This item has been deleted in its entirety.

(f) *Late submissions, modifications, revisions, and withdrawals of offers. (Tailored)*

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is **3:00 p.m.**, local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Availability of requirements documents cited in the solicitation.* **(Tailored)** Non-government (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) *Central Contractor Registration.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

ADDITIONAL FAR PROVISIONS

Pursuant to FAR 12.302(d), the following FAR clauses and provisions are incorporated in this contract as they are necessary for contract performance.

NUMBER	TITLE	DATE
52.216-1	Type of Contract	Apr 1984

The Government contemplates award of a **Firm-Fixed Price/Award Fee/Indefinite-Delivery Indefinite-Quantity (IDIQ)** contract resulting from this solicitation.

52.219-24	Small Disadvantaged Business Participation Program Targets	Oct 2000
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52.222-24	Pre award On-Site Equal Opportunity Compliance Review	Feb 1999
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52.233-2	Service of Protest	Aug 1984
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Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer at the address listed in **Block 9 of SF 1449**.

The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

52.236-27	Site Visit (Construction)	Feb 1995
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52.237-1	Site Visit	Apr 1984
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52.252-1	Solicitation Provisions Incorporated by Reference	Feb 1998
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This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address: <http://www.arnet.gov/far/>

DEPARTMENT OF TREASURY PROVISIONS

Pursuant to FAR 12.302(d), the following Department of Treasury clauses and provisions are incorporated in this contract as they are necessary for contract performance.

1052.219-71 Subcontracting Plan**Mar 2002**

As part of its initial proposal, each large business Offeror shall submit a subcontracting plan, as prescribed in FAR 52.219-9. Use of the subcontracting plan outline contained in Part II, Attachments of this solicitation is optional, and however, plans must contain all elements included in the outline.

(This clause does not apply to small business concerns)

1052.219-73 Department of the Treasury Mentor Protégé Program**Jan 2000**

Large and small businesses are encouraged to participate in the Department of the Treasury Mentor-Protégé Program. Mentor firms provide small business protégés with developmental assistance to enhance their business capabilities and ability to obtain federal contracts.

Mentor firms are large prime contractors or eligible small businesses capable of providing developmental assistance. Protégé firms are small businesses, as defined in 13 CFR 121, 124, and 126.

Developmental assistance is technical, managerial, financial, and other mutually beneficial assistance to aid protégés. Contractors interested in participating in the Program are encouraged to contact the Department of the Treasury OSBD or the Bureau of the OSBD for further information.

1052.96-061 Discussions & Correspondence

All communications concerning the solicitation, including those of a technical nature, shall be directed to the Contracting Officer. Correspondence, including written questions, should be addressed as shown in Block 9 of Standard Form 1449 and marked to the attention of the individual whose name appears in Block 7a of that form. All verbal communications should also be directed to that individual.

Technical questions shall be submitted in writing. In order to ensure a timely response, questions should be received by the Contract Officer at least 15 calendar days before due date for receipt of proposals. After this date, the Government will make every effort, but cannot guarantee that questions submitted will be answered before the RFP closing date.

1052.96-120 Disposition of Proposals

After evaluation, selection, and contract award, unsuccessful proposals will be disposed of as follows: one copy of each proposal will be retained by the CO and the remainder will be destroyed.

ADDITIONAL INFORMATION

1. SOLICITATION AMENDMENTS

All amendments to this solicitation will be issued via electronic posting on the IRS web page at **www.procurement.irs.treas.gov**. Paper copies will not be distributed. Offerors are responsible for monitoring this site for notification of amendments.

2. SITE VISIT

In accordance with FAR 52.236-27 and 52.237-1, prospective contractors are encouraged to make an on-site, in-depth review of the facility, equipment, job requirements, etc. The exact date and time of the site visit will be provided at a later date via an amendment to the solicitation.

3. PROPOSAL MODIFICATIONS & REVISIONS

Modifications to the proposals by the Offeror shall be accomplished by replacement page(s). Changes from the original page shall be indicated by a vertical line, adjacent to the change, on the outside margin of the page. The Offeror shall include the date of the modification on the lower right hand edge. Revisions to proposals requested or allowed by the Contracting officer shall be submitted in the same manner as modifications.

Any proposal revisions submitted during or after discussions shall be on a different font than the original proposed pages; changes clearly marked by a vertical line in the right margin of the page; and the date of the revision and the revision number shall be reflected on each changed page. If changes to the proposal caused the contents of the page to shift to the next page, affected pages shall be submitted and numbered. (For example: If page 10 is revised and the rest of the contents of page 10 shifted to the next page, the page created should be numbered 10A so that the original page 11 will remain untouched. If multiple pages were created by the revision, the pages created should be numbered 10A, 10B, 10C, etc.) The background color of change page(s) shall be ivory stock only.

4. POST-AWARD CONFERENCE

A post award conference with the successful Offeror is required. It will be scheduled and held within 15 working days after the date of contract award. The actual date, time and location will be determined within two (2) working days after contract award.

--- End of Addendum to 52.212.1 ---

52-212-2 EVALUATION OF OFFERORS – COMMERCIAL ITEMS**(JAN 1999)****a) Basis for Award**

The Government intends to award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to this solicitation presents the greatest overall benefit or "best value" to the Government, price and other factors considered. The Government will employ a "trade-off" approach for making this determination. In accordance with FAR 15.101-1, this process permits tradeoffs among cost or price and non-cost factors and allows the Government to accept the other than the lowest price proposal. The following factors shall be used to evaluate offers:

- **Technical Approach**
- **Corporate Experience**
- **Past Performance**
- **Staffing Plan**
- **Subcontracting Plan**
- **Price**

All evaluation factors other than cost, when combined, are **significantly more important than cost or price.**

The relative importance of the non cost factors is as follows:

Technical Approach	More important than Corporate Experience, Past Performance, Staffing Plan and Subcontracting Plan
Corporate Experience	Less important than Technical Approach and Staffing Plan, equal to Past Performance and more important than Subcontracting Plan.
Past Performance	Less important than Technical Approach and Staffing Plan, equal to Corporate Experience and more important than Subcontracting Plan.
Staffing Plan	Less important than Technical Approach, more important than Corporate Experience and Past Performance and Subcontracting Plan.
Subcontracting Plan	Significantly less important than Technical Approach, less important than Corporate Experience, Past Performance and the Staffing Plan.

b) Options

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an

offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received in accordance with 52.212-1(f)(5).

d) Proposals that are (a) submitted by the receipt date for proposals and (b) submitted in accordance with the solicitation requirements (including all stated terms, conditions, representations, certifications, shall be evaluated and rated in accordance with the evaluation criteria presented below. Proposals that are not submitted as instructed in this solicitation, do not meet the requirements or are otherwise deficient may be removed from further consideration for award at which time the Offeror will be notified in writing. Proposal shall undergo the following evaluations/assessments:

- **Price Evaluation**
- **Proposal Merit & Risk Assessment**
- **Performance Confidence Assessment**
- **Subcontracting Plan Assessment**

e) Price Evaluation

This factor will not be rated. However, proposed prices (including option years) identified on Standard Form 1449 Continuation Sheets 1-6 (Price Proposal Sheets) will be reviewed for completeness, reasonableness and to determine if prices reflect a clear understanding of the work to be performed.

- The Government will conduct price analysis in accordance with the analysis techniques cited at Federal Acquisition Regulation 15.404-1(b) to determine if proposed prices are **reasonable** or **unreasonable**.
- The Government will evaluate option pricing by adding the total price for all options to the total price for the basic requirement. Unrealistically low or high proposal prices, initially or subsequently, may be grounds for eliminating a proposal from competition on the basis that the Offeror does not demonstrate an understanding of the requirement or has submitted an unreasonable proposal. The burden of proof for credibility of proposed prices rest with the Offeror.
- The Government will apply a 10% price factor in accordance with 52.219-4, Notice of Price Evaluation Preference for HubZone Small Business Concerns.
- The Government will apply a 10% price factor in accordance with 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

f) Proposal Merit & Risk Assessment (Technical Approach and Staffing Plan)

The Government will use the information submitted as part of the Offeror's technical proposal to assess each Offeror's ability to accomplish the technical requirements of this solicitation. Proposals will receive a rating of **Outstanding, Good, Acceptable, Marginal** or **Unacceptable**. Restatement of the SOW requirements and/or statements that the proposal is compliant with the RFP without a clear description of the proposed approaches, techniques, solutions and or processes to satisfy the technical requirements will result in an **Unacceptable** rating for that factor.

1. Technical Approach - Evaluation will be based on the Offeror's demonstrated understanding and technical approach for performing the activities contained in the SOW. This factor includes four sub factors:

- Sub Factor - Buildings Operation Plan, SOW Requirement 3.1
- Sub Factor - Service Call Management, SOW Requirement 3.3
- Sub Factor - Phase-In Plan, SOW Requirement 3.11
- Sub-Factor - Preventive Maintenance Plan, SOW Requirement 3.4
- Sub Factor - Additional Services, SOW Requirement 4

2. Staffing Plan - Evaluation will be based on the Offeror's demonstrated ability to provide qualified personnel and staffing levels to effectively support the work requirements initially and through out the life of the contract.

g) Performance Confidence Assessment (Corporate Experience and Past Performance)

The Government will conduct a performance confidence assessment of each Offeror's relevant record of corporate experience and past performance to determine the probability of successful performance of any contract resulting from this solicitation.

(i) Corporate Experience - The Government will assess each Offeror's probability of successful contract performance based each Offeror's experience providing facilities operations and maintenance services that are relevant to the effort described in the SOW. Thus, this factor seeks to look at "**what**" the Offeror has done. The Government will seek to determine the Offeror's opportunity to learn about relevant work processes and procedures and about the nature, difficulties, uncertainties and risks associated with performing the work required by the work to be performed. The Government may, at its discretion, obtain and evaluate information from sources other than those provided by the Offerors.

Corporate experience will be deemed **Very Relevant, Relevant** or **Not Relevant**. Corporate experience will be deemed relevant if the contract is ongoing or has been completed after December 31, 2000 and:

- 350,000 square feet of office space and 50,000 square feet of ADP/Mainframe Computer Space;
- 1000 personnel;
- **Building Equipment**: Contracts operating and maintaining complex building equipment including five 1000 KVA RUPS in Parallel with 15 minutes battery, five 2250 KVA Diesel-Powered Generators in Parallel with no blink transfer, Chiller plant with a capacity of multiple chillers totaling a minimum capacity of 1200 tons and direct digital control BAS system for central plant and HVAC equipment;

(ii) Past Performance - The Government will assess each Offeror's probability of successful contract performance based on "**how well**" the each Offeror has performed on contracts relevant to the effort described in the SOW. The Government will collect and evaluate information from the National Institutes of Health Contractor Performance System as well as information from sources other than those provided by the Offerors. The Government will evaluate quality and timeliness of service; effective management of the contract; safety practices and customer satisfaction. A performance confidence rating of **High Confidence, Moderate Confidence, Low Confidence** or **Unknown Confidence** will be assigned.

In accordance with FAR 15.305(a)(2)(iv), Offerors with no relevant past or present performance history shall receive an **Unknown Confidence** rating meaning neither favorable nor unfavorable.

h) Subcontracting Program Performance Evaluation.

(This factor does not apply to small business concerns)

The Government will assess the extent of participation of small, small disadvantaged, woman-owned, veteran-owned and service disabled veteran-owned small business concerns in contract performance. The purpose of the subcontracting evaluation is to determine whether the contractor will assist the IRS in meeting its small business subcontracting goals and whether the proposed subcontracted items and

services are realistic and reasonable. As such, the Government will evaluate subcontracting plans for compliance with the goals established in **Attachment 6 Small Business Concerns Subcontracting Plan**. Failure to realistically propose subcontracting efforts that meet the goals stated in **Attachment 6** may be grounds for eliminating a proposal from competition.

SECTION IV
SOLICITATION SUBMITTAL FORMS

- 1 Offeror Representations and Certification
 - Offeror Representations and Certification – Commercial Items
 - Small Business Concern Representation for the Small Business Competitiveness Program
 - Small Disadvantaged Business Status
 - Previous Contracts and Compliance Reports
- 2 Project Manager Designation
- 3a Corporate Experience Summary
- 3b Past Performance Release Letter
- 3c Past Performance Questionnaire
- 4 Resume for Key Personnel
- 5 Detailed Staffing Plan
- 6 Small Business Subcontracting Plan
- 7 Responsible Official Who Can Receive Notification of an Improper Invoice

Attachment 1

Offeror Representations and Certifications**52.212-3 Offeror Representations and Certifications—Commercial Items (Jan 2004)**

(a) *Definitions.* As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"-

- (1) Means a small business concern-
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

☐ TIN: _____.

☐ TIN has been applied f[]r.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) *Common parent.*

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____.

TIN _____.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is, o is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it o is, o is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either-

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no

material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]*

(10) *HUBZone small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that-
(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Representations required to implement provisions of Executive Order 11246-*

(1) *Previous contracts and compliance.* The offeror represents that-

- (i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that-

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

FTA Country or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* *[The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]*

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

52.222-22	Previous Contracts and Compliance Reports	(Feb 1999)
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The offeror represents that-

(a) It [] has, [] has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.219-19	Small Business Concern Representation for the Small Business Competitiveness Demonstration Program	(Oct 2000)
------------------	---	-------------------

(a) *Definition.* "Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [] is, [] is not an emerging small business.

(c) [Complete only if the Offeror is a small business or an emerging small business, indicating its size range.] Offeror's number of employees for the past 12 months [check this column if size standard stated in solicitation is expressed in terms of number of employees] or Offeror's average annual gross revenue for the last 3 fiscal years [check this column if size standard stated in solicitation is expressed in terms of annual receipts]. [Check one of the following.]

No. of Employees

Avg. Annual Gross Revenues

- ____ 50 or fewer
- ____ \$1 million or less
- ____ 51 - 100
- ____ \$1,000,001 - \$2 million
- ____ 101 - 250
- ____ \$2,000,001 - \$3.5 million
- ____ 251 - 500
- ____ \$3,500,001 - \$5 million
- ____ 501 - 750
- ____ \$5,000,001 - \$10 million
- ____ 751 - 1,000

☐ \$10,000,001 - \$17 million
☐ Over 1,000
☐ Over \$17 million

(End of provision)

52.219-20	Small Business Size Representation for Targeted Industry Categories under the Small Business Competitiveness Demonstration	(May 1999)
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[Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.]

Offeror's number of employees for the past 12 months [check this column if size standard stated in solicitation is expressed in terms of number of employees] or Offeror's average annual gross revenue for the last 3 fiscal years [check this column if size standard stated in solicitation is expressed in terms of annual receipts]. [Check one of the following.]

No. of Employees
Avg. Annual Gross Revenues

☐ 50 or fewer
☐ \$1 million or less
☐ 51 - 100
☐ \$1,000,001 - \$2 million
☐ 101 - 250
☐ \$2,000,001 - \$3.5 million
☐ 251 - 500
☐ \$3,500,001 - \$5 million
☐ 501 - 750
☐ \$5,000,001 - \$10 million
☐ 751 - 1,000
☐ \$10,000,001 - \$17 million
☐ Over 1,000
☐ Over \$17 million

(End of provision)

52.219-22	Small Disadvantaged Business Status	(Oct 1999)
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(a) *General*. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) *General*. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either-

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) o *For Joint Ventures*. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.*]

(c) *Penalties and Remedies*. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall-

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

Attachment 2

Project Manager Designation

The Contractor's designated Project Manager for this contract is: _____.
The telephone number is: _____.

The Contractor shall provide a Project Manager for this contract who shall have the authority to make any no-cost contract technical hiring and dismissal decisions, or special arrangement regarding this contract. The Project Manager shall be responsible for the overall management and coordination for this contract and shall act as the central point of contact with the government. The Project Manager shall have full authority to act for the Contractor in the performance of the required services. The Project Manager shall be required to maintain a continual, uninterrupted presence in the IRS building covered by this contract (location as designated by the Contracting Officer). The Project Manager shall have as their sole and only dedicated assignment, the management of the building covered under this contract and shall not in any instance have responsibilities or assignments under any other contracts not related to or directly associated with this contract. Hours of Project Manager presence shall be between 7:00 am and 4:00 p.m. day shift period as submitted to and approved by the Contracting Officer. The Project Manager, or a designated representative (in the event Project Manager is on vacation or sick leave, etc.) shall meet with the COTR to discuss problem areas as they occur. The Project Manager, or designated representative (in the absence of the Project Manager) shall respond within 5 minutes for emergency service calls or 15 minutes for normal service calls after notification of the existence of a problem. The Project Manager shall be able to fluently read, write, and speak the English language.

ATTACHMENT 3a

Corporate Experience Summary[*Insert Offeror's Name*]

Customer's Name: _____
 Customer's Address: _____

Contract Number: [_____] Total Contract Value: [_____]

Contract Type: [] Fixed-Price [] Cost-Reimbursement

Contracting Officer: [_____] Phone [_____]

Program Manager: [_____] Phone: [_____]

Building Size: [_____] Total [_____] ADP/Mainframe

Bldg Occupancy: _____

Types of Services Provided:

Size/Capacity/Age of Major Equipment:

Subcontractor Information:

Name:	Role:
Name:	Role:
Name:	Role:
Name:	Role:
Name:	Role:
Name:	Role:

Note:

If additional space is needed, one additional page will be accepted

Attachment 3b

Past Performance Release Letter**[TO BE SENT ON COMPANY'S LETTERHEAD]**

[Insert Client's Address]

SUBJECT: Past Performance Questionnaire for **TIRNO-04-R-00005**

Dear [Name of Client]:

We are currently responding to the Internal Revenue Service (IRS) **Solicitation Number TIRNO-04-R-0005** for Facilities Operations and Maintenance Service, Martinsburg Computing Center. The procuring agency is requiring offerors to identify customers and solicit their response regarding our performance.

We have identified your organization as having knowledge of our relevant past performance of services under Contract Number [Insert Contract Number].

We are requesting that you take a few moments to complete the attached questionnaire and send it directly to the contracting office via email, facsimile or mail at the following address:

Internal Revenue Service
Attn: Ms. Robbi Gregg
Office of Procurement Operations OS:A:P:O:B
6009 Oxon Hill Road, Room 500
Oxon Hill, MD 20745

Email: robbi.s.gregg@irs.gov

Fax: (202) 283-1511 or 1512

As this information will be used in the source selection evaluation process, we request that you complete and submit the survey by **May 17, 2004**.

Additionally, the information contained in the completed Present/Past Performance Questionnaire is considered sensitive and cannot be released to us, the offeror. If you have any questions about the acquisition or the attached questionnaire, please direct them to Ms. Robbi Gregg at 202-283-1650.

Your timely response in this matter is greatly appreciated.

Sincerely,
[Offeror's signature]
[Title]

ATTACHMENT 3c

Past Performance Questionnaire

Contractor:_____

Contract Number:_____Contract Type:_____

Description of Service:_____

Period of Performance:_____

Contract Value at Award (including options):_____

Current Contract or Contract Completion Amount:_____

Performed as: [☐] Prime [☐] Subcontractor on contract mentioned above.**[TO BE COMPLETED BY THE CONTRACTOR PERFORMANCE EVALUATOR]**

Name of Evaluator:_____

Office Symbol and Organization:_____

Phone:_____Fax Number:_____

Address:_____

Position and Title:_____

Dates of Involvement in Contract Referenced Above:_____

Date Questionnaire Completed:_____

INSTRUCTIONS:

The following questions are of two types: YES/NO and RATING. Circle your answer to each question.

- With the exception of item #43, the YES/NO questions should be supplemented with explanatory narrative if "YES" is circled. Item #43, explain if answer is no.
- When responding to the RATING-type questions, choose the corresponding letter(s) that most accurately describes the contractor's performance or situation. If the question is not applicable, circle "N/A". Responses to the RATING questions should be supplemented with explanatory narrative as well, if necessary.

RATING CATEGORY

EXCEPTIONAL(E): Indicates the company's performance or situation within the area of evaluation clearly EXCEEDS ALL contractual requirements/expectations (as applicable).

VERY GOOD (VG): Indicates the company's performance or situation within the area of evaluation EXCEEDS SOME contractual requirements/expectations (as applicable) while MEETING ALL OTHER contractual requirements/expectations (as applicable).

SATISFACTORY (S): Indicates the company's performance or situation within the area of evaluation MEETS ALL contractual requirements/expectations (as applicable).

MARGINAL (M): Indicates the company's performance or situation within the area of evaluation MEETS ALL CRITICAL contractual requirements/expectations (as applicable) and DOES NOT MEET OTHER NON CRITICAL contractual requirements/expectation (as applicable). Requires minor Agency resources to ensure achievement of contractual requirements.

UNSATISFACTORY (U): Indicates the company's performance or situation within the area of evaluation DOES NOT MEET ONE OR MORE CRITICAL contractual requirements/expectations (as applicable). Requires major Agency resources to ensure achievement of contractual requirements.

MANAGEMENT:

1. Subcontract management	N/A	U	M	S	VG	E
2. Overall Management performance	N/A	U	M	S	VG	E
3. Effective Communication	N/A	U	M	S	VG	E
4. Government property control	N/A	U	M	S	VG	E
5. Appropriate staffing levels for the services provided	N/A	U	M	S	VG	E
6. Appropriate experience/mix of skills for services provided	N/A	U	M	S	VG	E
7. Appropriate Employee Competence Levels	N/A	U	M	S	VG	E
8. Ability to effectively control the entire contract effort	N/A	U	M	S	VG	E
9. Contract start-up (mobilization) transition	N/A	U	M	S	VG	E
10. Stability in the Contractor's Workforce (frequency of personnel changes, turn over/capture rates, etc.)	N/A	U	M	S	VG	E
11. Working relationship with the Government	N/A	U	M	S	VG	E
12. Responsiveness/timeliness to Government requirements	N/A	U	M	S	VG	E
13. Knowledge/expertise demonstrated by contractor personnel	N/A	U	M	S	VG	E
14. Ability to simultaneously manage multiple projects with multiple disciplines	N/A	U	M	S	VG	E
15. Ability to assimilate and incorporate changes in requirements and/or priority	N/A	U	M	S	VG	E
16. <u>Ability to identify problems in</u>						
a) Management (relative to the contract)	N/A	U	M	S	VG	E
b) Personnel (quantity and/or quality)	N/A	U	M	S	VG	E

c) Scheduling Projects	N/A	U	M	S	VG	E
d) Quality Control	N/A	U	M	S	VG	E
17. <u>Willingness to resolve</u> the above problems in						
• Management (relative to the contract)	N/A	U	M	S	VG	E
• Personnel (quantity and/or quality)	N/A	U	M	S	VG	E
• Scheduling Projects	N/A	U	M	S	VG	E
• Quality Control	N/A	U	M	S	VG	E

- | | | | | | | |
|---|-----|---|---|---|----|---|
| 18. <u>Ability to resolve</u> the above problems in | | | | | | |
| (a) Management (relative to the contract) | N/A | U | M | S | VG | E |
| (b) Personnel (quantity and/or quality) | N/A | U | M | S | VG | E |
| (c) Scheduling Projects | N/A | U | M | S | VG | E |
| (d) Quality Control | N/A | U | M | S | VG | E |
-
- | | | | | | | |
|--|-----|---|---|---|----|---|
| 19. Demonstration of ability to work independent of outside (government or other) guidance | N/A | U | M | S | VG | E |
|--|-----|---|---|---|----|---|
-
- | | | | | | | |
|---|-----|---|---|---|----|---|
| 20. Exhibited knowledge of and compliance with government (or other) regulations and industry standards | N/A | U | M | S | VG | E |
|---|-----|---|---|---|----|---|
-
- | | | |
|--|-----|----|
| 21. Have there been any violations of Public Law, especially of the Service Contract? (If YES, please explain in "REMARKS"). | YES | NO |
|--|-----|----|
-
- | | | |
|--|-----|----|
| 22. To your knowledge, has contractor had any contracts terminated for default? (If YES, please explain in "REMARKS"). | YES | NO |
|--|-----|----|
-
- | | | |
|---|-----|----|
| 23. Has your organization ever elected to not exercise an option due to subject contractor's poor performance? (If YES, please explain in "REMARKS"). | YES | NO |
|---|-----|----|
-
- | | | | | | | |
|---|-----|---|---|---|----|---|
| 24. Home office responsiveness to government requests | N/A | U | M | S | VG | E |
|---|-----|---|---|---|----|---|
-
25. What do you think is the Contractor's strongest management attribute and why?
-
26. What is the Contractor's weakest management attribute and why? Did the Contractor correct, or attempt to correct the weaknesses?

ATTACHMENT 4

Resume for Key Personnel**NAME:****EDUCATION:**

DEGREE, MAJOR, SCHOOL
OTHER EDUCATION/TRAINING
CERTIFICATIONS

PROPOSED ASSIGNMENT OF THIS PROJECT:

FUNCTION TITLE
ORGANIZATION POSITION

PRESENT ASSIGNMENT:

CURRENT POSITION
CURRENT PROJECTS

PREVIOUS ASSIGNMENTS WITH YOUR PRESENT FIRM:

POSITION
SPECIFIC PROJECTS/RESPONSIBILITIES
GENERAL EXPERIENCE

PREVIOUS EMPLOYMENT:

FIRM AND PERIOD OF EMPLOYMENT
POSITION
SPECIFIC PROJECTS/RESPONSIBILITIES

EXPERIENCE APPLICABILITY:

PERIOD
POSITION
SPECIFIC PROJECTS/RESPONSIBILITIES

ATTACHMENT 5

DETAILED STAFFING PROPOSAL

Definitions

Unit of Work	A proposed unit of work for the task (Day, month, each, etc.)
Quantity of Task or Frequency of Performance	The proposed population of the task that is to be performed during a full contract performance year. (ie. Number of emergency service calls, etc.) <u>OR</u> the number of times the task will be performed (Number of days equipment checks will be made)
Task Unit Time	The amount of time the offeror proposes to complete one "Unit of Work".
Total Labor Hours	The product of "Quantity of Task or Frequency of Performance" times "Task Unit Time".

SOW Para Reference	Contract Requirements	Unit of Work	Quantity of Task or Frequency of Performance	Task Unit Time	Total Labor Hrs	Subcontracted (Yes/No)
3.1	Facilities Operations					
3.1.1 - 3.1.3	Implement Building Operations Plan					
3.1.4-3.1.5	Perform Equipment checks					
3.1.6	Maintain equipment rooms					
3.2	Building Systems Water Treatment					
3.2.1	Initial water testing and treatment					
3.2.2	Independent monthly water testing					
3.2.3	Perform weekly water treatment checks					
3.3	Service Calls					
3.3.3.1	Respond to and complete Emergency service calls					
3.3.3.2	Respond to and complete Hot/Cold service calls					
3.3.3.3	Respond to and complete Urgent service calls					
3.3.3.4	Respond to and complete Routine service calls					
3.4	Preventive Maintenance and Certification					
3.4.2 & 3.4.4	Schedule, perform, and document preventive maintenance					
3.4.3	Maintain equipment inventory					

3.4.6 - 3.4.7	Schedule, perform, and document equipment certification					
3.4.8	Perform and document infrared testing					
3.5	Provide Project Management					
3.5.1	Provide project manager					
3.9	Meet all environmental requirements					
3.10	Provide phase-in					
3.12	Provide Reports and Submittals					
3.12	Provide pre-start-up submittals					
3.12	Provide Monthly Summary Reports					
3.11	Provide Quality Control Program					
3.11	Provide QCP					
3.11.3	Perform and document QC inspections; correct deficiencies					
3.11.4	Perform annual executive QC inspection					
4	Perform additional services					
4.1.1	Provide estimate for repairs over \$2,500					
4.1.2	Provide estimate for correction of deficiencies identified during phase-in inspection					
4.1.3	Provide estimate for requested project work					
4.6	Provide monthly status report					

Attachment 6

**DEPARTMENT OF THE TREASURY
SMALL, HUBZone SMALL, SMALL DISADVANTAGED, WOMEN-OWNED SMALL,
VETERAN-OWNED SMALL BUSINESS, & SERVICE DISABLED VETERAN OWNED
SMALL BUSINESS CONCERNS SUBCONTRACTING PLAN OUTLINE**

The following outline meets the minimum requirements of Public Law 95-507 and the Federal Acquisition Regulation (FAR) Subparts 19.7. It is intended to be a guideline. It is not intended to replace any existing corporate plan which is more extensive. If assistance is needed to locate small business sources, contact the Director, Office of Small Business Programs (202) 622-0530 or the bureau Small Business Specialist, Jodie Paustian, (202) 283-1199. Please note that the Department of the Treasury has subcontracting goals of 41% for small business, 3% for HUBZone small business, 5% for small disadvantaged business, 5% for women-owned small business, and 3% for Service Disabled Veteran-Owned small business concerns for fiscal year 2003. For this procurement, the Department of the Treasury expects all proposed subcontracting plans to contain the following goals, at a minimum, for small business 41%, for HUBZone small business concerns 3%, for small disadvantaged business concerns 5%, for women-owned small business concerns 5%, and for Service Disabled Veteran-Owned small business concerns 3%. Although there is no statutory goal for Veteran-Owned small business (VOSB) concerns, a VOSB goal must be proposed in accordance with FAR 19.7 and should represent the offeror's effort to provide the maximum practicable subcontracting opportunities for VOSBs. These percentages shall be expressed as percentages of the total available subcontracting dollars.

Identification Data:

Company Name: _____

Address: _____

Date Prepared: _____ Solicitation Number: _____

Item/Service: _____

Place of Performance: _____

1. TYPE OF PLAN: (Check only one).

_____ INDIVIDUAL PLAN: *In this type of plan all elements are developed specifically for this contract and are applicable for the full term of this contract.*

_____ MASTER PLAN: *In this type of plan, goals are developed for this contract; all other elements are standard. The master plan must be approved every three (3) years. Once incorporated into a contract with specific goals, it is valid for the life of the contract.*

_____ COMMERCIAL PLAN: *This type of plan is used when the contractor sells products and services customarily used for nongovernment purposes. Plan/goals are negotiated with the initial agency on a company-wide basis rather than for individual contracts. The plan is effective only during year approved. The contractor must provide a copy of the initial agency approval, AND MUST SUBMIT AN ANNUAL SF 295 TO TREASURY WITH A BREAKOUT OF SUBCONTRACTING PRORATED FOR TREASURY (WITH A BUREAU BREAKDOWN, IF POSSIBLE).*

FAR 19.704(a)(1) requires separate dollar and percentage goals for using small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business, veteran-owned small business, and service disabled veteran-owned small business concerns as subcontractors for the base year and each option year. (Please note that the goals for HUBZone small business, small disadvantaged business, women-owned small business, veteran-owned small business, and service disabled veteran-owned small business concerns are sub-sets of the small business goal).

A. Estimated dollar value of all planned subcontracting, i.e., to all types of business concerns under this contract is:

<u>FY_</u> <u>BASE</u>	<u>FY_</u>	<u>FY_</u> <u>1ST OPTION</u>	<u>2ND OPTION</u>	<u>FY_</u> <u>3RD OPTION</u>	<u>FY_</u> <u>4TH OPTION**</u>
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	
_____ %	_____ %	_____ %	_____ %	_____ %	

B. Estimated dollar value* and percentage of planned subcontracting to small business concerns is:
 (*This figure includes the amount in C., D., E., F., and G. below.)

<u>FY_</u> <u>BASE</u>	<u>FY_</u>	<u>FY_</u> <u>1ST OPTION</u>	<u>FY_</u> <u>2ND OPTION</u>	<u>FY_</u> <u>3RD OPTION</u>	<u>FY_</u> <u>4TH OPTION**</u>
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	
_____ %	_____ %	_____ %	_____ %	_____ %	

C. Estimated dollar value and percentage of planned subcontracting to HUBZone small business concerns is:

<u>FY_</u> <u>BASE</u>	<u>FY_</u>	<u>FY_</u> <u>1ST OPTION</u>	<u>FY_</u> <u>2ND OPTION</u>	<u>FY_</u> <u>3RD OPTION</u>	<u>FY_</u> <u>4TH OPTION**</u>
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	
_____ %	_____ %	_____ %	_____ %	_____ %	

D. Estimated dollar value and percentage of planned subcontracting to small disadvantaged business concerns is:

<u>FY_</u> <u>BASE</u>	<u>FY_</u>	<u>FY_</u> <u>1ST OPTION</u>	<u>FY_</u> <u>2ND OPTION</u>	<u>FY_</u> <u>3RD OPTION</u>	<u>FY_</u> <u>4TH OPTION**</u>
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	
_____ %	_____ %	_____ %	_____ %	_____ %	

E. Estimated dollar value and percentage of planned subcontracting to small women-owned business concerns is:

<u>FY_</u> <u>BASE</u>	<u>FY_</u>	<u>FY_</u> <u>1ST OPTION</u>	<u>FY_</u> <u>2ND OPTION</u>	<u>FY_</u> <u>3RD OPTION</u>	<u>FY_</u> <u>4TH OPTION**</u>
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	
_____ %	_____ %	_____ %	_____ %	_____ %	

F. Estimated dollar value and percentage of planned subcontracting to veteran-owned small business concerns is:

<u>FY_</u> <u>BASE</u>	<u>FY_</u>	<u>FY_</u> <u>1ST OPTION</u>	<u>FY_</u> <u>2ND OPTION</u>	<u>FY_</u> <u>3RD OPTION</u>	<u>FY_</u> <u>4TH OPTION**</u>
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	
_____ %	_____ %	_____ %	_____ %	_____ %	

G. Estimated dollar value and percentage of planned subcontracting to service disabled veteran-owned small business concerns is:

<u>FY_</u> <u>BASE</u>	<u>FY_</u>	<u>FY_</u> <u>1ST OPTION</u>	<u>FY_</u> <u>2ND OPTION</u>	<u>FY_</u> <u>3RD OPTION</u>	<u>FY_</u> <u>4TH OPTION**</u>
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	
_____ %	_____ %	_____ %	_____ %	_____ %	

**IF ANY CONTRACT HAS MORE THAN FOUR OPTIONS, PLEASE ATTACH ADDITIONAL SHEETS SHOWING DOLLAR AMOUNTS AND PERCENTAGES.

- H. Supplies and/or services to be subcontracted under this contract, business size (i.e., SB, HUBZone, SDB, WOB, VOSB, SDVOSB, and LB), and the estimated dollar expenditure, are: (Check all that apply).

SUPPLY/ SERVICE	COMPANY NAME (IF KNOWN)	BUSINESS SIZE (SB, HUBZone, SDB, WOB, VOSB, SDVOSB, LB)	DOLLAR AMOUNT
--------------------	-------------------------------	--	------------------

(Attach additional sheets if necessary.)

- I. Explain the methods used to develop the subcontracting goals for small, HUBZone small business, small disadvantaged, women-owned small business, veteran-owned small business, and service disabled veteran-owned small business concerns. Explain how the product and service areas to be subcontracted were established, how the areas to be subcontracted to small, HUBZone small business, small disadvantaged, women-owned small, veteran-owned small business, and service disabled veteran-owned small businesses were determined, and how the capabilities of small, HUBZone small, small disadvantaged, women-owned small, veteran-owned and service disabled veteran-owned small businesses were determined. Identify all source lists used in the determination process.

- J. Indirect and overhead costs _____ HAVE BEEN
_____ HAVE NOT BEEN
included in the dollar and percentage subcontracting goals stated above. (Check one.)

- K. If indirect and overhead costs HAVE BEEN included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to small, HUBZone small, small disadvantaged, women-owned small, veteran-owned, and service disabled veteran-owned small business concerns.

3. PLAN ADMINISTRATOR:

FAR 19.704(a)(7) requires information about the company employee who will administer the subcontracting program. Please provide the name, title, address, phone number, position within the corporate structure and the duties of that employee.

Name:

Title:

Address:

Telephone:

Fax:

E:mail Address:

Position:

Duties: Does the individual named above perform the following? (If NO is checked, please indicate who in the company performs those duties, or indicate why the duties are not performed in your company).

- A. Developing and promoting company/division policy statements that demonstrate the company's/division's support for awarding contracts and subcontracts to small, HUBZone small, small disadvantaged, women-owned small, veteran-owned, and service disabled veteran-owned small business concerns.
 _____YES _____NO
- B. Developing and maintaining bidders' lists of small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns from all possible sources.
 _____YES _____NO
- C. Ensuring periodic rotation of potential subcontractors on bidders' lists.
 _____YES _____NO
- D. Assuring that small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small businesses are included on the bidders' list for every subcontract solicitation for products and services they are capable of providing.
 _____YES _____NO
- E. Ensuring that subcontract procurement "packages" are designed to permit the maximum possible participation of small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small businesses.
 _____YES _____NO
- F. Reviewing subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business participation.
 _____YES _____NO
- G. Ensuring that the subcontract bid proposal review board documents its reasons for not selecting any low bids submitted by small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns.
 _____YES _____NO
- H. Overseeing the establishment and maintenance of contract and subcontract award records.
 _____YES _____NO
- I. Attending or arranging for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
 _____YES _____NO
- J. Directly or indirectly counseling small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns on subcontracting opportunities and how to prepare responsive bids to the company.

- _____YES _____NO
- K. Providing notice to subcontractors concerning penalties for misrepresentations of business status as small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, or service disabled veteran-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the contractor's subcontracting plan.
_____YES _____NO
- L. Conducting or arranging training for purchasing personnel regarding the intent and impact of Public Law 95-907 on purchasing procedures.
_____YES _____NO
- M. Developing and maintaining an incentive program for buyers which supports the subcontracting program.
_____YES _____NO
- N. Monitoring the company's performance and making any adjustments necessary to achieve the subcontract plan goals.
_____YES _____NO
- O. Preparing and submitting timely reports.
_____YES _____NO
- P. Coordinating the company's activities during compliance reviews by Federal agencies.
_____YES _____NO

4. EQUITABLE OPPORTUNITY

FAR 19.704(a)(8) requires a description of the efforts your company will make to ensure that small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns will have an equitable opportunity to compete for subcontracts. (Check all that apply.)

A. Outreach efforts to obtain sources:

- ___Contacting minority and small business trade associations
___Contacting business development organizations
___Attending small and minority business procurement conferences and trade fairs
___Finding sources from the Small Business Administration's Procurement Network (ProNet)

B. Internal efforts to guide and encourage purchasing personnel:

- ___Presenting workshops, seminars and training programs
___Establishing, maintaining and using small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business source lists, guides and other data for soliciting subcontracts
___Monitoring activities to evaluate compliance with the subcontracting plan

C. Additional efforts: (Please describe.)

5. CLAUSE INCLUSION AND FLOW DOWN

FAR 19.704(a)(9) requires that your company include FAR 52.219-8, "Utilization of Small Business Concerns", in all subcontracts that offer further subcontracting opportunities. Your company must require all subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) to adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business Subcontracting Plan."

Your company agrees that the clause will be included and that the plans will be reviewed against the minimum requirements for such plans. The acceptability of percentage goals for small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns must be determined on a case-by-case basis depending on the supplies and services involved, the availability of potential small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business subcontractors and prior experience. Once the plans are negotiated, approved, and implemented, the plans must be monitored through the submission of periodic reports, including Standard Form (SF) 294 and SF 295 reports.

6. REPORTING AND COOPERATION

FAR 19.704(a)(10) requires that your company (1) cooperate in any studies or surveys as may be required, (2) submit periodic reports which show compliance with the subcontracting plan; (3) submit Standard Form (SF) 294, "Subcontracting Report for Individual Contracts," and SF 295, "Summary Subcontract Report," in accordance with the instructions on the forms; and (4) ensure that subcontractors agree to submit SF 294 and SF 295. The cognizant contracting officer of the Treasury bureau must receive the report(s) within 30 days after the close of each calendar period. That is:

<u>Calendar Period</u>	<u>Report Due</u>	<u>Date Due</u>	<u>Send Report To</u>
10/01--03/31	SF 294	04/30	Bureau Contracting Officer
04/01--09/30	SF 294	10/30	Bureau Contracting Officer
10/01--09/30	SF 295	10/30	Bureau Contracting Officer

NOTE: A copy of the 295 report must also be sent to the Director, Office of Small Business Development, Department of the Treasury. The address is as follows:

Department of the Treasury
Attn: Director, Office of Small Business Development
1500 Pennsylvania Avenue, N.W.
(Attn: 1310 G/400 West)
Washington, DC 20220

7. RECORDKEEPING

FAR 19.704(a)(11) requires a list of the types of records your company will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. (Check all that apply.) (If NO is checked, please indicate why these types of records are not maintained).

- A. Small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concern source lists, guides, and other data identifying such vendors.
_____YES _____NO
- B. Organizations contacted for small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business sources.
_____YES _____NO
- C. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000 which indicate for each solicitation (1) whether small business concerns were solicited, and if not, why not; (2) whether HUBZone small business concerns were solicited, and if not, why not; (3) whether small disadvantaged business concerns were solicited, and if not, why not; (4) whether women-owned small business concerns were solicited, and if not, why not; (5) whether veteran-owned small business concerns were solicited, and if not, why not; (6) whether service disabled veteran-owned small businesses were solicited, and if not, why not; and (7) reasons for the failure of solicited small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns to receive the subcontract award.
_____YES _____NO
- D. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conference and trade fairs.
_____YES _____NO
- E. Records to support internal activities to (1) guide and encourage purchasing personnel, e.g., workshops, seminars, training programs, incentive awards; and (2) monitor activities to evaluate compliance.
_____YES _____NO
- F. On a contract-by-contract basis, records to support subcontract award data including the name, address and business size and ownership status (HUBZone, SDB, WOB, VOSB, SDVOSB, etc.) of each subcontractor. (This item is not required for company or division-wide commercial plans.)
_____YES _____NO
- G. Other records to support your compliance with the subcontracting plan: (Please describe)

8. TIMELY PAYMENTS TO SUBCONTRACTORS

FAR 19.702 requires your company to establish and use procedures to ensure the timely payment of amounts due pursuant to the terms of your subcontracts with small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, veteran-owned small business concerns, and service disabled veteran-owned small business concerns.

Your company has established and uses such procedures:

YES NO

9. DESCRIPTION OF GOOD FAITH EFFORT

Maximum practicable utilization of small, HUBZone small, small disadvantaged women-owned small, veteran-owned small, and service disabled veteran-owned small business concerns as subcontractors in

Government contracts is a matter of national interest with both social and economic benefits. When a contractor fails to make a good faith effort to comply with a subcontracting plan, these objectives are not achieved, and 15 U.S.C. 637(d)(4)(F) directs that liquidated damages shall be paid by the contractor. In order to demonstrate your compliance with a good faith effort to achieve the small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service disabled veteran-owned small business subcontracting goals, **outline the steps your company plans to take.** These steps will be negotiated with the contracting officer prior to approval of the plan.

10. SIGNATURES REQUIRED

This subcontracting plan was SUBMITTED by:

Signature:_____.

Typed Name:_____.

Title:_____.

Date:_____.

This subcontracting plan was REVIEWED by:

Signature:_____.

Typed Name:_____.

Title: Contracting Officer_____.

Date:_____.

This subcontracting plan was REVIEWED by:

Signature:_____.

Typed Name:_____.

Title: Small Business Specialist_____.

Date:_____.

This subcontracting plan was REVIEWED by:

Signature:_____.

Typed Name: _____.

Title: Small Business Administration Representative _____.

Date: _____.

ATTACHMENT 7

Responsible Official(S) Who Can Receive Notification Of An
Improper Invoice And Answer Questions Regarding The Invoice

IMPROPER INVOICE AND ANSWER QUESTIONS REGARDING THE INVOICE Indicate below the responsible official(s) who can receive notification of an improper invoice and answer questions regarding the invoice. For additional information see Section I, Prompt Payment.

Name (If practicable) _____

Title _____

Address _____

Telephone Number _____